# AGREEMENT

# BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL

# AND

# THE KINGDOM OF BAHRAIN

# CONCERNING AIR SERVICES

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**AGREEMENT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE KINGDOM OF BAHRAIN CONCERNING AIR SERVICES**

The Federative Republic of Brazil

and

the Kingdom of Bahrain
hereinafter referred to as "the Parties"

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7th December 1944;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference;

Desiring to facilitate the expansion of international air services opportunities;

Recognizing that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Desiring to make it possible for airlines to offer the traveling public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

**Article 1**
Definitions

For the purpose of this Agreement, unless the context otherwise requires:

a) The term "Chicago Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes all annexes adopted under Article 90 of that Convention and any amendment of the annexes or of the Convention under Articles 90 and 94(a)

thereof so far as those annexes and amendments are applicable for both Parties;

b) The term "aeronautical authorities" means, in the case of the Kingdom of Bahrain, Civil Aviation Affairs, and, in the case of the Federative Republic of Brazil, the Civil Aviation Authority represented by the National Civil Aviation Agency (ANAC) or, in both cases, any person or body who may be authorized to perform any functions at present exercisable by the above-mentioned authorities, or similar functions;

c) The term "agreed services" means scheduled international air services on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the transport of passengers, baggage, cargo and mail;

d) The term "designated airline" means any airline which has been designated and authorized in accordance with Article 4 (Designation and Operating Authorizations) of this Agreement;

e) The term "specified route" means a route specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties;

f) The term "capacity", in relation to an aircraft, means the payload of that aircraft available on a route or section of a route, and in relation to an "agreed service" means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

g) The term "territory" has the meaning assigned to it in Article 2 of the Chicago Convention and the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Chicago Convention;

h) The term "price" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents, but excluding remuneration and conditions for the carriage of mail;

i) The term "ground equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Chicago Convention;

j) The term "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

**Article 2**
Applicability of the Chicago Convention

The provisions of the Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to international air services.

**Article 3**
Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

a) to fly without landing across the territory of the other Party;

b) to make stops in the territory of the other Party for non-traffic purposes;

c) to make stops at the point(s) on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and

d) other rights specified in this Agreement.

3. The airlines of each Party, other than those designated under Article 4 (Designation and Operating Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs (2) (a) and (b) of this Article.

4. Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Party.

5. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

**Article 4**
Designation and Operating Authorizations

1. Each Party shall have the right to designate in writing to the other Party an airline or airlines to operate the agreed services in accordance with Agreement and to withdraw or alter such designations.

2. On receipt of such a designation, and of application from the designated airlines in the form and manner prescribed for operating authorizations, each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

a) The airline is established and has its principal place of business in the territory of the Party designating the airline;

b) Effective regulatory control of the designated airlines is exercised and maintained by the Party designating the airline;

c) The Party designating the airline is in compliance with the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security); and

d) The designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph (2), a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

**Article 5**
Withholding, Revocation and Suspension of
Operating Authorizations

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 4 (Designation and Operating Authorizations) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

a) in the event that there is no proof that the airline is established and has its principal place of business in the territory of the Party designating the airline;

b) in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security); and

c) in the event of failure by such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party receiving the designation.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 13 (Aviation Safety) or Article 14 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 21 (Consultation and Amendment) of this Agreement.

**Article 6**

Exemption from Customs and Other Duties

1. Aircraft operated on international air services by the designated airlines of either Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Party by or on behalf of the designated airlines of the other Party, or taken on board the aircraft operated by such designated airlines and intended solely for use in the operation of international air services, shall be exempt from all customs duties and taxes imposed in the territory of the first Party, even when these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision and control.

3. The regular equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Passengers, baggage and cargo in direct transit across the territory of one Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo on direct transit shall be exempt from customs duties and other similar taxes.

5. There shall be exempt from all customs duties and/or taxes, on a reciprocal basis, official documents bearing the emblem of the airline(s) such as luggage tags, air tickets, airway bills, boarding cards, timetable, office and ground communication imported into the territory of their Party for the exclusive use by the designated airline of the other Party.

**Article 7**

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval.

2. Each Party may require notification to or filing with the authorities by the designated airlines of prices for transportation to and from its territory.

**Article 8**
Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of services, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Chicago Convention.

**Article 9**
Application of Laws and Regulations

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft over that territory shall apply to the designated airlines of the other Party.

2. The laws and regulations of one Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs, health and quarantine shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.

3. Neither Party may grant any preference to its own airlines with regard to the designated airlines of the other Party in the application of the laws and regulations provided for in this Article.

**Article 10**
Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party, and still in force, shall be recognized as valid by the other Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Chicago Convention.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph (1) above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Chicago Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Party or by any other State.

**Article 11**
Leasing

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 13 (Aviation Safety) and Article 14 (Aviation Security).

2. Subject to Paragraph (1) above, the designated airlines of each Party may use aircraft leased from other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements.

3. Subject to Paragraph (1) above and in accordance with the internal laws and regulations of the Parties, the designated airlines of each Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

**Article 12**
Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices, or changes thereto, and any particular objectives thereof, which could affect the operation of air services under this Agreement, and shall identify the authorities responsible for their implementation.

2. The Parties shall notify each other wherever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favour the adoption of agreements between undertaking, decisions by associations of undertaking or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

**Article 13**
Aviation Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Party. Such consultations shall take place within 30 (thirty) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with the ICAO standards, and the other Party to take appropriate corrective action. Failure by the other Party to take appropriate action within 15 (fifteen) days or such longer period as may be agreed shall be grounds to suspend operating authorizations.

3. Notwithstanding the obligation mentioned in Article 33 of the Chicago Convention, it is agreed that any aircraft operated by or, under a lease agreement, on behalf of the airline or airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft, to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention:

5. In the event that access for the purpose of undertaking a ramp inspection of aircraft operated by the airline of one Party in accordance with Paragraph (3) of this Article is denied by a representative of that airline, the other Party shall be free to infer that serious concerns of the type referred to in Paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

6. Each Party reserves the right to suspend or revoke the operating authorization of an airline of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Party in accordance with Paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

8. With reference to paragraph (2), if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

**Article 14**

Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Others Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The Parties shall provide upon request all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annex to the Chicago Convention; they shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultation with the other Party at any time to discuss any such difference.

4. Each Party agrees that the operators of aircraft may be required to observe the aviation security provisions referred to in Paragraph (3) above required by the other Party for entry into, departure from, or while within the territory of that other Party Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within 60 (sixty) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights

arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within 15 (fifteen) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within 15 (fifteen) days from the start of consultation shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

**Article 15**
Commercial Activities

1. Subject to the laws and regulations of each Party, each Party shall grant airlines of the other Party, the rights to sell and market international air services and related products in its own territory directly or through agents or other intermediaries of the airline's choice, including the rights to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation services in the currency of that territory or, subject to its national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

3. Each Party shall permit airlines of the other Party to:

a) Bring into its territory and maintain non-national personnel to perform managerial, commercial, technical, operational work for the provision of air services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment, and

b) Use the services and personnel of any other organization, company or airline operating in its territory and authorized to provide such services.

4. The representatives and staff shall be subject to the laws and regulations in force of the other Party and consistent with such laws and regulations:

a) Each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph (3) of this Article; and

b) Both Parties shall expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding 90 (ninety) days.

5. Each Party shall permit airlines of the other Party to pay for local expenses in its territory, including purchases of fuel, in local currency or, at the option of the airlines and there authorized, in any freely convertible currency.

6. Each Party shall permit airlines of the other Party to convert and remit abroad, on demand, all local revenues from the sale of air transport services, directly linked to air transport, in excess of sums locally disbursed, with conversion and remittance permitted, promptly without restrictions, discrimination or taxation, in respect of thereof at the rate of exchange applicable as of the date of the conversion and remittance.

7. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges, except those normally made by banks for the carrying out of such conversion and remittance.

8. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.

9. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

**Article 16**
Timetable Submission

1. As long in advance as practicable, but not less than 30 (thirty) days before the introduction of an agreed service or any modification thereof, or within 30 (thirty) days after receipt of a request from the aeronautical authorities, the designated airlines of one Party shall provide to the aeronautical authorities of the other Party information regarding the nature of service, timetables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Party that the requirements of this Agreement are being duly observed.

2. For supplementary flights which a designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least 15 (fifteen) days prior to the operation of such flights.

**Article 17**
Provision of Statistics

The aeronautical authorities of each Party shall provide, or cause its designated airline or airlines to provide, to the aeronautical authorities of the other Party, at their request, such periodic or other statements of statistics as may be reasonably required. Such statement shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

**Article 18**
Conformity with Multilateral Convention

In the event of a general multilateral air transport convention accepted by the Parties entering into force, the provisions of such convention should prevail. Any discussion with a view to determining the extent to which this Agreement is terminated, supersede, amended or supplemented by the provisions of the multilateral convention shall take place in accordance with the relevant Articles of this Agreement.

**Article 19**
User Charges

1. Each Party shall not impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international air services.

2. Each Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representatives' organizations. Reasonable notice of any proposal for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage charging authorities and such users to exchange appropriate information concerning user charges.

**Article 20**
Environmental Protection

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex (16) and the existing ICAO policy and guidance on environmental protection.

**Article 21**
Consultation and Amendment

1. In a spirit of close cooperation, the two Parties or their aeronautical authorities may, at any time, request consultations on the interpretation, application, implementation, or amendment of, or compliance with this Agreement.

2. Such consultation shall begin within a period of 60 (sixty) days from the date of the request, unless otherwise agreed by the aeronautical authorities of both Parties.

3. Each Party, in accordance with its constitutional procedures shall ratify amendments relating to the provisions of this Agreement. Such amendments so agreed shall enter into force within 30 (thirty) days from the date at which both Parties exchanged diplomatic notes, which referred to this ratification.

4. Amendments relating only to the provisions of the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties may be agreed directly through consultation between such authorities. Once the aeronautical authorities agree on a new Route Schedule, such amendments will become effective on the date at which they were approved by both aeronautical authorities.

**Article 22**
Settlement of Dispute

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall endeavor to settle it by negotiation.

2. If the Parties fail to resolve the dispute by negotiations, it shall be settled through diplomatic channels.

3. Any dispute arising under this Agreement that is not resolved by the procedure stated in paragraphs (1) and (2) above may be referred, by agreement of the Parties, to an arbitrator, or the dispute may at the request of either Party be submitted for decision to a tribunal of 3 (three) arbitrators, one to be appointed by each Party and the third to be appointed by the two so appointed. Each of the Parties shall appoint an arbitrator within a period of 60 (sixty) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of 30 (thirty) days. If either of the Party fails to appoint an arbitrator with in the period specified, or if the third arbitrator is not appointed within the period specified, the president of the Council of the International Civil Aviation Organization may, at the request of either Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State, shall act as President of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he or she is a national of a State which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.

4. Each Party shall bear the costs of the arbitrator it has appointed as well as of its representation in the arbitral proceeding. The costs of the President and any other costs shall be borne in equal parts by the Parties.

5. The Parties undertake to comply with any decision given under Paragraph (3) of this Article.

6. If and as long as either Party fails to comply with any decision under Paragraph (3) of this Article, the other Party may limit, withhold or revoke privileges, which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default of the Party in default.

**Article 23**
Termination

1. Either Party may, at any time, give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such case, this Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received 14 (fourteen) days after the receipt of this notice by the International Civil Aviation Organization.

**Article 24**
Registration with ICAO

This Agreement and any amendments thereto shall be registered upon its signature with the International Civil Aviation Organization by the Party in which territory this Agreement was signed, or as agreed by the Parties.

**Article 25**
Entry into Force

This Agreement shall enter into force 30 (thirty) days after the Parties have notified each other by exchange of diplomatic notes that the constitutional requirements of the Parties for the entering into force of this Agreement have been complied with.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at the Kingdom of Bahrain on 14 November 2018 in duplicate in Portuguese, Arabic and English Languages, all texts being equally authentic. In the case of any divergence in interpretation of the texts, the English text shall prevail.

FOR THE FEDERATIVE REPUBLIC OF BRAZIL

**Norton de Andrade Mello Rapesta**
Ambassador Extraordinary and Plenipotentiary

FOR THE KINGDOM OF BAHRAIN

**Kamal Bin Ahmed Mohamed**
Minister of Transportation and Telecommunications